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# Collective Bargaining Agreement

between

Douglas County

and

AFSCME Local 3742-4

Deputy District Attorneys

Expires June 30, 2017

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## **Preamble**

The parties to this agreement are the District Attorney for Douglas County, Douglas County (a political subdivision of the State of Oregon) and AFSCME Local 3742-4.

This Agreement sets forth the certain matters related to the working conditions and compensation of prosecuting attorneys. The terms of this Agreement are subject to the authority vested in the District Attorney by the Constitution of the State of Oregon, and are subject to the limitations of ORS 8.610 to 8.850. Further, the terms of this Agreement and employee rights under PECBA shall not serve to reduce the ethical considerations, which govern attorneys licensed to practice law before the courts of Oregon.

With the understandings set forth in this Preamble and Article I, which is contractual, and in furtherance of the goals of positive employer/employee relations described in PECBA, it is agreed:

### **Article 1: Recognition Clause**

The County and the District Attorney recognize the Union as the sole and exclusive representative of all regular, full time Deputy District Attorneys classified as DDA I, DDA II, and DDA III employed by Douglas County, excluding supervisory and confidential DDAs, subject to the limitations of ORS 8.610 to ORS 8.850.

### **Article 2: Union Security and Check off**

#### **Section 1: Check off**

Any DDA who is a member of the Union, or who has applied for membership, shall sign and deliver to the Union, who shall forward to the County, an original assignment authorizing deductions of membership dues. Such authorization shall continue in effect from year to year unless revoked or changed in writing. Pursuant to each authorization, the County shall deduct such dues from the first salary check of each DDA, each month. The aggregate deductions of all DDAs shall be remitted together with an itemized statement to the Treasurer of the Union by the 10<sup>th</sup> day of the succeeding month after such deduction is made. In the event that a part of this Article should be declared invalid or that the monthly payment should be ordered reimbursed to any member, the Union and its members shall be solely responsible for its reimbursement.

## Section 2: Fair Share

DDAs who are not members of the Union shall make payments in lieu of dues to the Union. The Union shall certify to the County the amount of the fair share payment to be deducted from the paychecks of those who are not member of the Union. This section shall be referred to as "Fair Share" agreement, and the County shall deduct from the first salary check or each DDA, each month, the payments for regular dues or payments in lieu of dues and shall remit the same to the Treasurer of the Union by the 10<sup>th</sup> day of the succeeding month after such deduction is made.

## Section 3: Religious Objections

Any individual DDA objection based on bona fide religion or teachings of a church or religious body of which such DDA is a member will require such DDA to inform the County and the Union of his/her objection. The DDA shall meet with the representative of the Union and the County to establish a satisfactory arrangement for distribution of a contribution on an amount of money equivalent to regular Union membership dues to a charity. The County shall deduct, from the first salary check of each such DDA's check each month, the payment to such charitable organization and shall remit the same to the charitable organization by the 10<sup>th</sup> of the succeeding month after such deduction is made. The DDA shall supply proof to the Union each month that this has been done.

## Section 4: Hold Harmless

The Union will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County in exercise of the sections of this article. Such indemnification shall include, but not be limited to, any court costs, attorney fees and other expenses incurred by the County.

## **Article 3: Management Rights**

The Union recognizes that the District Attorney is an elected, constitutional officer of the State of Oregon; and recognizes the prerogatives of the District Attorney to operate and manage the affairs of the Office of District Attorney in all respects in accordance with the responsibilities and accountabilities of the office, except as otherwise specifically limited by the expressed terms of this agreement. The County and the District Attorney retain all the customary, usual and exclusive rights, decision making authority, prerogatives and functions connected with or in any way incidental to the District Attorney's responsibility and right to manage the affairs of the District Attorney's Office. The rights of the DDAs in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement. The County and the District Attorney

shall have no obligation to bargain with the Union with respect to any such subjects or the exercise of discretion and decision making with regard thereto; and subjects covered by the terms of this Agreement are closed to further bargaining for the term hereof; and any subject which was or might have been raised in the course of collective bargaining is closed for the term hereof.

The parties recognize the County and the District Attorney's right to properly determine that Deputy District Attorneys are licensed professionals employed in FLSA exempt positions and shall be paid on a "salary basis." The parties recognize that Deputy District Attorneys routinely must exercise independent judgment in matters of significance within such constraints, policies and direction as the District Attorney may determine, and consistent with the ethical obligations of lawyers.

Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the District Attorney and the County shall include the following:

- To determine the services to be rendered to the citizens of the County and in Court
- To determine and to follow the County's and the State of Oregon's financial, budgetary and accounting procedures
- To direct and supervise all operations, functions and policies of the District Attorney's Office, and to determine the requirements of facilities and operations in which the DDAs in the bargaining unit are employed, and such other operations, functions and policies in the remainder of the County as may affect DDAs in the bargaining unit
- To manage and direct the work force, including, but not limited to, the right to determine the place to report for work; to determine methods, processes and manner of performing work; the right to hire, promote and retain DDAs and transfer them within the same pay range or demote to a lesser pay range should they not be qualified for retention in the present pay range, or should their work habits or productivity not justify retention in the present pay range; the right to layoff; the right to abolish positions or reorganize the departments; the right to determine schedules of work and regular hours of work when the office is open and DDAs are expected to be present; the right to purchase, dispose of and assign equipment or supplies; and the right to demote or terminate the employment of an DDA
- To determine the need for a reduction or an increase in the work force and to implement any decision with regard thereto.
- To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment and appearance

- To implement new, and revise and discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards
- To contract or subcontract work as may be determined appropriate by the District Attorney without further bargaining, where the work to be transferred from the bargaining unit is performed by a Special Prosecutor, a visiting District Attorney, or an Assistant Attorney General
- To assign regular hours of work and work locations
- To designate and to assign work duties
- To introduce new duties within the unit
- To determine the need for and the qualifications of new DDAs and promotions

The District Attorney and the County affirm that the collective bargaining process and the resulting collective bargaining agreement is not intended to define the relative rights of the District Attorney and the County; and that the relative power over personnel matters related to attorneys are established by the Oregon Constitution and laws. This paragraph reflects agreement of the District Attorney and the County, and is intended to govern any interpretation of this labor agreement.

#### **Article 4: Dispute Resolution**

The DA continues to embrace an open door policy for resolving issues within the District Attorney's Office. The District Attorney and the Union agree to voluntarily meet at the request of either party to discuss concern regarding the administration of this contract.

#### **Article 5: Hours**

##### **Section 1: FLSA Employment Status**

DDAs are exempt under the Fair Labor Standards Act.

##### **Section 2: Hours**

DDAs are generally expected to be in the office between the hours of 8:00am and 5:00pm on each day that the court is open. DDAs are salaried professional employees who determine their hours of work outside of the regular hours when the District Attorney's Office is open to the public and do so based on professional requirements and responsibilities dictated by caseload.

### Section 3: Flexible Scheduling

If a DDA desires to flex his or her work hours outside of his or her basic work schedule, the DDA shall seek and secure approval from the District Attorney or his or her designee.

## **Article 6: Sick Leave**

### Section 1: Accruals

After having served continuously as a County employee for four (4) full pay periods, eligible DDAs shall be credited with, and thereafter accrue, sick leave hours, per pay period. DDAs accrue sick leave at a rate of 3.70 hours per pay period.

A DDA may not use accrued leave in an amount in excess of that which is necessary to bring their total hours compensated for the week to forty (40) hours.

### Section 2: OFLA/FMLA Leave

The County will, if required by law, comply with all provisions of the Federal Family Medical Leave Act (FMLA) and/or the Oregon Family Leave Act (OFLA). Leave under either Act will be taken concurrently with sick leave, or any other accrued leave.

### Section 3: Utilization of Paid Sick Leave

DDAs may utilize their allowances of sick leave after having been employed for a period of (4) four full pay periods when unable to perform their work duties by reason of illness or injury, necessity for medical or dental care, exposure to contagious disease under circumstances by which the health of the DDAs with whom associated or members of the public necessarily dealt with would be endangered by the attendance of the DDA or by illness in their immediate families. For such period as the DDA has sick leave credit, the use of sick leave to attend a family member shall be limited to the time the DDA's presence is actually required. When possible, DDAs shall attempt to make other arrangements for the care of ill family members and may be required to provide a physician's statement regarding the need of the DDA to attend the family member.

Physician verification may be required for any absences under this Section lasting four or more consecutive days.

### Section 4: Call-ins

The District Attorney may establish call-in requirements for DDAs on leave based on the operational needs of the department.

**Section 5: Separation**

No compensation for accrued sick leave shall be allowed for DDAs when the DDA voluntarily or involuntarily separates from County service.

**Article 7: Vacation**

**Section 1: Accruals**

After having served continuously as a County employee for twelve (12) full work periods, eligible DDAs shall be credited with, and thereafter accrue, vacation leave hours, per pay period, as outlined below:

Hrs Budgeted Per Week	Full-Time Equivalent	Percent of F-T Benefit	Length of Service	Accrual Rate
40	1.00	100%	Balance at 6 months	44.40 hours
			6 months to 5 years	3.70/pp
			5 years to 10 years	4.62/pp
			10 years to 15 years	5.54/pp
			15 years to 20 years	6.47/pp
			20+ years	7.40/pp

**Section 2: Scheduling**

DDAs shall submit vacation requests in the usual and customary manner. No DDA shall be granted a continuous vacation of more than five (5) weeks in any one year. In case of any conflicts between the DDAs, the DDAs with the longest period of services with the District Attorney’s Office shall be given first consideration. In cases where two DDAs have the same period of service with the District Attorney’s Office, first consideration shall go to the first to submit the vacation request.

**Section 3: Accumulation**

Full time DDAs may accumulate up to two hundred (200) hours of vacation leave. Any DDA who is about to lose vacation credit because of accrual limitation may, with the approval of the District Attorney or his or her designee five (5) days in advance, absent themselves to prevent the loss of time. Such action taken by the DDA shall not constitute a basis for disciplinary action or loss of pay.

In lieu of the DDA absenting him or herself from work as provided above, the District Attorney at his or her option, will pay off the excess vacation time at the DDA’s normal rate. No payment shall be made for vacation time lost by a DDA because of accrual limitation unless the failure to take vacation is caused by the District Attorney requiring that the DDA be at work during the scheduled vacation.



## **Article 8: Holiday**

### **Section 1: Recognized Holidays**

The following days are recognized holidays for eligible DDAs in the County service:

- New Year's Day (January 1)
- Martin Luther King Jr.'s Day (Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veterans' Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25)
- One floating holiday

Whenever a holiday falls on Sunday, the following Monday shall be considered the holiday. Whenever a holiday falls on a Saturday, the preceding Friday shall be considered the holiday. Holidays which occur during vacation or authorized sick leave shall not be charged against such leave. The floating holiday provided for in this rule shall not be subject to accrual; that is, it is allowed on a fiscal year basis but does not accrue from one fiscal year to the next. If any eligible DDA fails to use their personal holiday hours, DDA shall not receive additional pay in lieu thereof.

### **Section 2: Holiday During Leave**

Should a DDA be on authorized leave with pay when a holiday occurs, such a holiday shall not be charged against such leave. To be eligible for Holiday Pay, a DDA must be in paid status the scheduled day before and after the Holiday.

### **Section 3: Holiday Pay Calculation**

Holiday pay is based on the hours paid during the pay period in which the holiday falls. Eligible DDAs shall receive eight (8) hours pay for each of the holidays listed above which fall within their work week.

## **Article 9: Labor Management Meetings**

In recognition that it is the intent of the parties of this agreement to work together for the mutual beneficial success of the District Attorney's Office and to establish a productive positive

working environment, the parties agree to conduct Labor Management meetings. These meetings will have equal participation of both Labor and Management and the actual rules of conducting these meeting will be established and periodically examined by the participants. These meetings will be scheduled by mutual agreement. These meetings shall be conducted during work hours and compensated as such. Topics to be discussed include but are not limited to workload, safety concerns, equipment needs, assignments and other general work issues. These meetings will in no way constitute or be construed to be considered bargaining by the parties.

### **Article 10: Entire Agreement**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County and the District Attorney shall be governed by Article 4 – Management Rights.

### **Article 11: Insurance**

#### **Section 1: Life Insurance**

The County agrees to provide and maintain the following insurance programs:

- A. Life Insurance - \$20,000 principal sum.

#### **Section 2: Medical, Dental, Vision Insurance**

The County shall maintain at least two health insurance plans during the life of this Agreement. One of the plans will be either PPO standard indemnity or Value Based plan, with High Dental, Low Dental and Willamette Dental options. The County shall provide the additional option of a High Deductible/HRA plan with High Dental, Low Dental and Willamette Dental options.

For the life of the contract, County will pay up to a maximum monthly contribution of \$1,365.

The County retains the right to modify the plans or the plan options during the term of this Agreement provided that any such modifications will be reviewed and discussed with the employee benefits committee prior to the implementation of any such changes.

In accordance with eligibility and plan documents, DDAs who elect the High Deductible/HRA plan may elect to use a Benefit Debit Card to access funds in the HRA. The County will contribute \$150.00 per month into the HRA for employees who insure a family, and \$75.00 per month for DDAs who insure DDA only.

### Section 3: Health Policy Advisory Committee

A member of the bargaining unit will be invited to join and participate on the Health Policy Advisory Committee.

## **Article 12: Other Terms and Conditions of Employment**

### Section 1: Personnel Policies

The District Attorney shall continue to enforce existing policies and rules. County policies that are adopted by the District Attorney shall apply and be enforced with members of the bargaining unit, unless covered by this contract.

### Section 2: Continuing Legal Education and Bar Dues

The County will pay the annual bar dues, plus the registration or tuition and reasonable travel expenses incurred in accordance with County policies necessary to attend Continuing Legal Education (CLE) programs which are approved by the District Attorney, relevant to the job duties of a prosecuting attorney, within the mandated CLE requirements of the Oregon State Bar, and within the approved budget of the District Attorney's Office.

### Section 3: Administrative Leave

Each DDA shall be granted administrative leave. Administrative leave be awarded July 1 each year of the contract according to chart below. Such leave is not accrued leave and therefore is not compensable in dollars, does not carry forward annually, and is recorded as it is used on the employee's timesheet as administrative leave.

DDA shall schedule administrative leave through seeking and securing approval from the District Attorney or his or her designee.

Deputy District Attorney I	10 hours per year
Deputy District Attorney II	20 hours per year

Deputy District Attorney III	30 hours per year
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**Section 4: Cell Phone**

The County may issue a cell phone to each DDA for their use, consistent with the County policies.

**Section 5: Parking Spots**

The County shall designate thirteen (13) parking spaces for DA's office use only. The spots will be marked as reserved like the other spaces, and not have any indication that they are in use by the DAs office. The District Attorney will be solely responsible for determining how these parking spaces will be utilized.

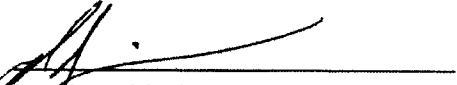
**Article 13: Termination**

This Agreement shall commence upon execution and remain in full force and effect until June 30, 2017. Either party must notify the other party, in writing, no later than January 1, 2017 of its intention to negotiate a successor agreement.

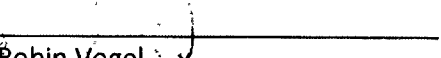
For the Union



Kathleen Johnson

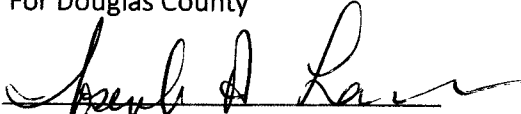


Randy Ridderbusch

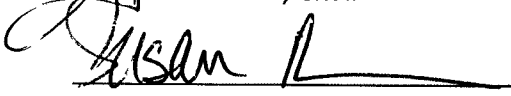


Robin Vogel

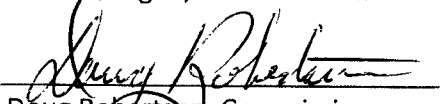
For Douglas County



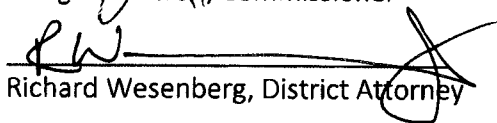
Joseph Laurance, Chair



Susan Morgan, Commissioner



Doug Robertson, Commissioner



Richard Wesenberg, District Attorney

## Appendix A

### Deputy District Attorney Salary Schedule

Effective for the pay period ending April 26, 2014 paid May 2, 2014 (unless systematic barrier preclude pay on this date, in that case DDAs will be compensated retroactively), or for the pay period directly after ratification, whichever is later:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
DDA 1	\$24.36	\$25.35	\$26.37	\$27.46	\$28.58	\$29.75	\$30.95	\$32.17	\$33.48	\$34.83
DDA 2	\$29.05	\$30.21	\$31.43	\$32.68	\$33.98	\$35.39	\$36.82	\$38.32	\$39.86	\$41.47
DDA 3	\$34.60	\$36.03	\$37.43	\$38.93	\$40.51	\$42.17	\$43.87	\$45.66	\$47.51	\$49.43

At the same time as above, DDAs will be transferred to the new pay schedule according to the following schedule:

Old Step	New Step	Old Step	New Step
20	10	10	5
19	10	9	5
18	9	8	4
17	9	7	4
16	8	6	3
15	8	5	3
14	7	4	2
13	7	3	2
12	6	2	1
11	6	1	1

Effective July 1, 2015, the above ranges shall receive an increase of basic salary in the amount of two percent (2%). The salary schedules will be adjusted accordingly.

Effective July 1, 2016, the above ranges shall receive an increase of basic salary in the amount of two percent (2%). The salary schedules will be adjusted accordingly.

## Memorandum of Understanding

Douglas County and the District Attorney are committed to addressing and finding a short term and long term funding solution to address the issue of Court Security. To demonstrate their commitment, Douglas County and the District Attorney's Office agree to work with AFSCME in creating a subcommittee that includes union representation (Court Security Advisory Committee) of the Local Public Safety Coordinating Council (LPSCC) to specifically address issues of court security. LPSCC as a statutorily created body (ORS 423.560) is the best positioned to have the authority and need representation of County officials to address the issue of Court Security.

Within three months from March 3, 2014, the County will provide a Court Security guard for the third and fourth floors of the justice building during court operation hours provided the parties have ratified the collective bargaining agreement.